

**Jefferson-Pilot
Life Insurance Company**
P.O. Box 21008
101 North Elm Street
Greensboro, North Carolina 27420

This Policy Provides Disability Income Coverage
And Is Non-Cancellable And Guaranteed Renewable
To Age 65 Without Change In Premium



(Called Jefferson-Pilot in this Policy)

Jefferson-Pilot hereby insures you against loss due to Total Disability as defined herein and to the extent provided in this policy. All of the provisions on this and the following pages are a part of this policy.

**NONCANCELLABLE AND GUARANTEED RENEWABLE
TO AGE 65 AND CONDITIONALLY RENEWABLE
THEREAFTER TO AGE 70**

Until the end of the policy term on or after you become age 65:

- (1) you have the right to renew this policy by payment of the premium when due;
- (2) Jefferson-Pilot cannot cancel this policy for any reason;
- (3) Jefferson-Pilot cannot change the premium rate.

You can continue this policy after age 65, if you are regularly employed at least 30 hours per week, but not beyond the policy term on or after your 70th birthday. Premiums payable after your 65th birthday will be based on Jefferson-Pilot's rates then in effect for your age, sex and occupation.

If Jefferson-Pilot accepts a premium after age 70, this policy will stay in force until the end of the period that premium covers.

NOTICE — PLEASE READ

This policy was issued on the basis of information furnished in your application. A copy of your application is attached. It is part of the policy. Write to Jefferson-Pilot Life Insurance Company at Greensboro, North Carolina, if:

- (1) To the best of your knowledge and belief any information shown on your application is not correct and complete; or
- (2) Any information in regard to your medical history has been left out.

NOTICE OF TEN DAY RIGHT TO EXAMINE POLICY

This policy is a legal contract between you and Jefferson-Pilot. Read it carefully. If this policy is returned to Jefferson-Pilot or any Jefferson-Pilot agent or agency within 10 days after it is received, all premiums paid will be refunded. The policy will be void from the beginning.

SHARPEN

READ YOUR POLICY CAREFULLY

WJ-576A

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Total Disability means during the first 5 years of a period of total disability that, because of Sickness or Injury, you are:

- (1) unable to perform the substantial and material duties of your occupation; and
- (2) you are not actually engaged in any other occupation.

After you have been totally disabled for a period of 5 years, you will be considered totally disabled if you are unable to perform the duties of any occupation for which you are qualified by education, training or experience, with due regard to your earnings before disability started.

You And Your means the Insured named in the Schedule.

Elimination Period means a number of days at the beginning of a Period of Total Disability during which no benefits will be paid under this policy. The Elimination Period is shown in the Schedule.

Maximum Benefit Period means the maximum time for which benefits will be paid for any one Period of Total Disability.

Doctor means any medical practitioner other than yourself that is:

- (1) duly licensed under applicable law; and
- (2) acting within the scope of his license.

Period of Disability means a period of Total Disability which begins on the date you are first treated by a Doctor or cease employment, whichever is later, and ends on the last date you are treated by a Doctor or resume employment, whichever is earlier.

Military Service means service that is scheduled for or actually lasts for more than 60 days in a row in any army, navy, air force, marine corps, coast guard or any other military branch of any country or combination of countries.

Sickness means sickness or disease which is first manifested after the effective date of this policy and while this policy is in force.

Injury means bodily injury sustained in an accident which occurs while this policy is in force.

Monthly Benefit means the amount shown in the Schedule or 1/30 of such amount for each day of any Period of Total Disability that does not equal a whole month.

War means any act of war, whether declared or undeclared.

The Care of a Doctor means medically necessary care and treatment of the Sickness or Injury causing disability. Care is not required after it is medically determined that further medical care or treatment will not alleviate your disability.

BENEFIT PROVISIONS

Benefits for Total Disability Due to Injury

If Injury results in continuous Total Disability, Jefferson-Pilot will pay the Monthly Benefit as shown in the Schedule for each month during a Period of such Total Disability which:

- (1) begins while this policy is in force;
- (2) is longer than the Elimination Period;
- (3) begins not later than 90 days after the date of the accident in which the Injury is sustained;
- (4) requires that you be under the Care of a Doctor; and
- (5) does not exceed the Maximum Benefit Period for Injury shown in the Schedule.

However, a Period of Total Disability due to Injury will be considered to result from Sickness with benefits payable as such if the Period of Total Disability begins more than 90 days after the date of the accident in which the Injury was sustained.

Benefits for Total Disability Due to Sickness

If Sickness results in continuous Total Disability, Jefferson-Pilot will pay the Monthly Benefit as shown in the Schedule for each month of a period of such Total Disability which:

- (1) begins while this policy is in force;
- (2) is longer than the Elimination Period;
- (3) requires that you be under the Care of a Doctor; and
- (4) does not exceed the Maximum Benefit Period for Sickness shown in the Schedule.

In no event will benefits be payable for both Injury and Sickness at the same time.

Increase In Benefits

After you have received benefits for Total Disability for 12 consecutive months, your Monthly Benefit will be increased during the continuance of that Period of Disability up to your

65th birthday. The increase will be 3% of the Monthly Benefit shown in the Schedule for each successive 12 month Period of Total Disability after the first Period. The benefit payable will not be increased for the part of any Period of Total Disability beyond your 65th birthday.

The Monthly Benefit paid for each separate Period of Total Disability will be the amount of Monthly Benefit shown in the Schedule subject to increases for that Period as indicated above.

Recurring Disabilities

You may have more than one Period of Total Disability. If a Period is due to the same or related causes and begins while this policy is in force, it will be considered a continuation of the prior Period unless:

- (1) a Monthly Benefit was not payable for the prior Period, or
- (2) the Periods are separated by at least 6 consecutive months throughout which you were employed full time in your regular occupation.

Loss of Sight, Speech or Use of Two Members

If as a result of Injury or Sickness you suffer the total and irrecoverable loss of the sight of both eyes, speech, or use (by severance or otherwise) of both hands, feet, or one hand and one foot, (in a policy issued to a resident of South Carolina, loss of hands means the loss of four fingers entire) Jefferson-Pilot will:

- (1) waive the Elimination Period and medical care requirement; and
- (2) pay the applicable Monthly Benefit even though you may continue to be employed.

However, you may not receive benefits for such loss if you are eligible for benefits under any other provision of this policy.

Surgical Transplant

You may become Totally Disabled from the transplant of part of your body to the body of another. Jefferson-Pilot will consider such Total Disability as resulting from Sickness if the transplant occurs:

- (1) while this policy is in force; and
- (2) at least 6 months after the Effective Date.

However, you will not receive benefits for Total Disability due to a transplant if you are eligible for benefits under any other provision of this policy.

Waiver of Premium

If you become Totally Disabled for a continuous period of at least 3 months Jefferson-Pilot will:

- (1) waive premiums that come due during the disability; and
- (2) refund any payments made for premiums due during the disability.

Jefferson-Pilot will continue to waive premiums under this policy until you are no longer Totally Disabled or benefits are no longer payable, whichever is earlier. But no premium due on or after your 65th birthday will be waived or refunded.

While premiums are waived, this policy stays in force even though you do not pay premiums. Once premiums are no longer waived, this policy stays in force until the next premium due date. At that time premiums again become payable.

LIMITATIONS AND EXCLUSIONS



There are some disorders that will be considered caused by Sickness instead of by Injury for the purpose of Total Disability. The following may entitle you to Total Disability due to Sickness and not Injury:

- (1) disease or medical or surgical treatment of a disease;
- (2) infection, other than an infection that causes pus to form and is caused by an accidental cut or wound; and
- (3) any kind of hernia, however caused.

This policy does not cover any loss caused by:

- (1) War;
- (2) self-inflicted Injury that is intentional;
- (3) any Injury or Sickness occurring while you are in the Military Service (other than active duty for training purposes only for less than 60 days);
- (4) normal pregnancy or resulting childbirth.

SUSPENSION DURING MILITARY SERVICE

Jefferson-Pilot will suspend this policy if you enter Military Service, except for training purposes for 2 consecutive months or less. However, you must request it in writing to Jefferson-Pilot. Jefferson-Pilot will refund, on a pro-rata basis, any premiums you paid during a period you were not covered because of active Military Service.

If your active duty is less than 5 years, you may reinstate this policy.

You must make a written request to Jefferson-Pilot for reinstatement:

- (1) within 60 days after your release; and
- (2) pay the pro-rata premium. The pro-rata premium should cover the time since your release until the premium due date that next follows the date your request is received.

You will not have to prove you are still insurable.

GENERAL PROVISIONS

Consideration, Effective Date, Term:

This policy is issued in consideration of:

- (1) the application which is a part of this policy; and
- (2) the payment of the Initial Premium shown in the Schedule.

The effective date shown in the Schedule is:

- (1) the date on which the policy becomes effective and coverage begins; and
- (2) the date from which the policy term commences.

Coverage lasts for the Term shown in the Schedule and renewal premiums are due at the beginning of each successive Term. The policy is renewable as provided in the renewal provision on the face page.

Entire Contract: Changes:

This policy with the application and attached papers, if any, is the entire contract between you and Jefferson-Pilot. No change in this policy will be effective until approved by an Executive Officer of Jefferson-Pilot. This approval must be attached to this policy. No agent may change this policy or waive any of its provisions.

Incontestability:

- (1) Jefferson-Pilot relies on the statements you make in your application. Jefferson-Pilot will not contest those statements after this policy has been in effect for 2 years during your lifetime. Any length of time you are disabled is excluded in computing this 2 year period.
- (2) If disability starts or a loss is incurred more than 2 years after the Effective Date, Jefferson-Pilot will not reduce or deny the claim on the ground that a Sickness or physical condition existed before this policy's effective date. This does not apply to any Sickness or physical condition excluded from coverage by name or specific description.

Grace Period:

This policy has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force.

Reinstatement:

If a renewal premium is not paid before the grace period ends, this policy will lapse. Later acceptance of the premium by

Jefferson-Pilot (or by an agent authorized to accept payments), without requiring an application for reinstatement, will reinstate the policy. If an application is required by Jefferson-Pilot or such agent, you will be given a conditional receipt for the premium paid. If the application is approved, the policy will be reinstated as of the approval date. If it is disapproved, Jefferson-Pilot will inform you in writing within 45 days after the date of the conditional receipt. Failure to so inform you will result in the policy being reinstated upon such 45th day.

The reinstated policy will cover only loss due to Injury sustained after the date of reinstatement or Sickness which begins more than 10 days after the date of reinstatement. In all other respects your and Jefferson-Pilot's rights will remain the same as they were just before the policy lapsed, subject to any riders or endorsements added at the time of reinstatement.

Notice of Claim:

Written notice of claim must be given within 30 days after any covered loss starts or soon afterwards as is reasonably possible. The notice can be given to Jefferson-Pilot at its Home Office, or to Jefferson-Pilot's agent. Notice given by or for you with your name or policy number and address shall be considered notice.

Claim Forms:

When Jefferson-Pilot receives the notice of claim, it will send you forms for filing proof of loss. If the forms are not sent to you within 15 days, you will meet the proof of loss requirement if you give Jefferson-Pilot a written statement of the nature and extent of the loss within the time limit stated in the Proofs of Loss Section.

Proofs of Loss:

Written proof of loss must be given within 90 days after the end of each period for which Jefferson-Pilot is liable for periodic payments for a continuing loss. For any other loss, written proof must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, Jefferson-Pilot shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless you were legally incapacitated.

Time Payment of Claims:

As soon as written proof of disability is received, Jefferson-Pilot will pay monthly all benefits then due for which Jefferson-Pilot is

liable. Benefits for any other loss covered by this policy will be paid as soon as Jefferson-Pilot receives proper written proof.

Payment of Claims:

While you are alive, all benefits will be paid to you. Any accrued benefits unpaid at death will be paid to your beneficiary or estate.

If benefits are payable to your estate or a beneficiary who can not execute a valid release, Jefferson-Pilot can, at its option, pay benefits up to \$1,000 to:

- (1) someone related to you; or
- (2) someone related to your beneficiary by blood or marriage whom Jefferson-Pilot considers to be entitled to the benefits.

Jefferson-Pilot will be fully discharged to the extent of any such payment made in good faith.

Physical Examinations and Autopsy:

Jefferson-Pilot has the right to have you examined as often as reasonably necessary while a claim is pending. Any such examination will be at Jefferson-Pilot's expense. It may also have an autopsy made unless prohibited by law.

Legal Actions:

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after 3 years (6 years in South Carolina and Kansas) from the time written proof of loss is to be given.

Misstatement of Age:

If your age has been misstated, the benefits will be those the premium paid would have purchased at the correct age. If no coverage would have been issued, Jefferson-Pilot will refund the premium paid.

Conformity with State Statutes:

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which you reside on that date is amended to conform to the minimum requirements of such laws.

Refund of Premium at Death:

Jefferson-Pilot will refund that part of any premium paid which covers a period after your death except a premium which has been waived.

IN WITNESS WHEREOF Jefferson-Pilot Life Insurance Company has caused this policy to be signed by its Chairman of the Board and Chief Executive Officer and its Secretary.

Chairman of the Board
Chief Executive Officer

Secretary

Countersigned by
(When Required in State of Residence)

Licensed Resident Agent

APPLICATION FOR:

Deletion or Modification of Exclusion Rider
 Reduction or Removal of Extra Premium Rating Rider

H493029

1. Insured's Name Christopher L. Kearney Policy No. H00538069

2. Excluded or Rated Condition Back Rider

(ANSWER ONLY FOR PERSON TO WHOM THE CONDITION APPLIES)

3. Has complete recovery from the condition been experienced? Yes No

4. Has any medical attention or advice been received for the condition since the date the Rider was included in the policy? (If "Yes", give dates received and names and addresses of physicians.) Yes No

5. Since the date of the Rider, has any medical attention or advice been received for any condition other than the excluded conditon? (If "Yes", give full details including names and addresses of physicians, reasons and dates consulted, and results) Yes No

The statements in this application are mine and are true and complete to the best of my knowledge and belief. I agree that they shall be the basis for any change or modification of the Rider referred to above and currently attached to the policy.

For purposes of underwriting the insurance specified herein, I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person, that has any records or knowledge of any of the proposed insureds or their health, to give to Jefferson-Pilot Life Insurance Company, its reinsurers and any consumer reporting agency acting on its behalf, any such information. This authorization shall remain valid for 30 months from the date it is signed. Either I or my authorized representative is entitled to receive a copy of this disclosure authorization. A photographic copy of this authorization shall be as valid as the original.

I have received and read the "Notice" regarding the M.I.B. disclosure; Public Law 91-508; and the disclosure of information practices. If an Investigative Consumer Report is required, do you request a personal interview? Yes No

Date 3/16, 1992 Insured's Signature Christopher Kearney
Licensed Resident Agent Daniel Moore

HOME OFFICE USE ONLY

POLICY AMENDMENT

In consideration of the Insured's application above, which is hereby made a part of the policy, the Rider below is amended by the deletion of the name or description of the conditon(s) reading: Backache, back strains and/or any disease or disorder of the back or spine, or any complication thereof.

and the substitution of the following therefor: None

Any conditions named or described in the Rider identified below but not specifically herein amended shall remain as stated therein. This amendment takes effect as of the Amendment Date and is subject to all of the provisions, conditions, exceptions, limitations and other terms of the policy not inconsistent herewith. This amendment shall not vary, alter or extend the provisions of the policy or any Rider except as specifically set forth herein.

Amendment to Rider W—J793 dated 5-28-91 and attached to Policy No. H-493029

Amendment Date May 05, 1992

JEFFERSON-PILOT LIFE INSURANCE COMPANY

Signature of authorized official

Date

CHANGE OF BENEFITS RIDER

Attached to and made a part of Policy Number H-493022 issued to Christopher L. Kearney.

It is hereby understood and agreed that the benefits provided in the Policy are hereby increased, decreased or otherwise changed, or benefits are added to the Policy as herein set forth, commencing June 23, 1990 at 12:01 A.M. Standard Time at the residence of the Insured, for a period ending with the current term of the Policy.

The Schedule of this policy is hereby amended to show that the following Additional Benefit Provision is hereby included:

WJ1409B Option to Purchase Additional Coverage

SPECIMEN

If the amount of any other benefit provided by the Policy depends upon the amount of any benefit specified above, the amount of such other benefit shall be based upon the increased or decreased amount of the above specified benefit.

By reason of the change or addition of benefits specified above, the premium stated in the Policy shall read \$101.25 per 1 months.

The following provision becomes a part of the section of the policy called "Benefit Provisions".

OPTION TO PURCHASE ADDITIONAL COVERAGE

You have the right to buy additional disability income coverage as described and limited in this provision. The state of your health will not prevent you from obtaining such coverage. Such coverage may be purchased on any anniversary of the effective date of this policy after the first, but not beyond the anniversary on or next following your 49th birthday.

The amount of any additional coverage shall not be more than:

"the amount which, when added to all other similar type coverage, will equal Jefferson-Pilot's underwriting limits for such coverage at the time you apply for the additional coverage."

In addition, the total amount of all additional coverage purchased on the basis of this provision may not exceed the Monthly Benefit shown in the Schedule of this policy. The Elimination Period and Maximum Benefit Period of the additional coverage shall be the same as that issued under this policy.

To buy this additional coverage you must:

- (a) make a written request to Jefferson-Pilot within 90 days but not less than 30 days before the time an option is available;

- (b) complete the required application which will be furnished by Jefferson-Pilot; and
- (c) pay the required premiums for the new policy on or before its effective date.

This additional coverage will become effective on the next following anniversary of the effective date of this policy after you meet the requirements of a, b, and c above.

The premium for each policy issued under this option will be based on Jefferson-Pilot's Schedule of premium rates then in effect and:

- (1) your age and occupation on the date such policy is effective; and
- (2) any impairment rating in effect on this policy.

Benefits under any policy issued on the basis of this option will apply only to a period of disability which begins after the effective date of the new policy.

Any coverage issued in accordance with this option will be on the same form as this policy or the most similar policy then approved in your State of Residence.

Specimen

The premium for this benefit is included in the Schedule.

APPLICATION FOR CHANGE IN POLICY — JEFFERSON-PILOT LIFE INSURANCE COMPANY

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INDIVIDUAL LIFE INSURANCE ADMINISTRATION DOCUMENT NO. 16
GREENSBORO, NORTH CAROLINA 27420

(first - middle - last)	Date of Birth	Age	Height	Weight	Policy No. 44-0493C29
	Mo.	Day	Yr.	Ft.	
Name of Applicant? <u>CHRISTOPHER L. KEARNEY</u>	11	9	52	37	5'10" 170
Residence Address? <u>510 GREENTRAIL LN</u>	City? <u>MASON</u>	County? <u>WARREN</u>	State? <u>OH</u>	Zip Code <u>45040</u>	
All present occupations? <u>M.F.R. REP.</u>	No. of Hrs. per Wk.? <u>40</u>	Average monthly earnings from employment? \$ <u>6000</u>			
Full duties thereof? (Explain in detail.) <u>MANUFACTURERS REPRESENTATIVE - MACHINE PARTS TOOLS FABRICATIONS</u>					
Employer? <u>KEARNEY ASSOC., INC</u> Employment address <u>10974 REED HARTMAN</u>					

- Have you or any other proposed insured made application for hospitalization, surgical, or disability income insurance to any company or organization since the date of the original application for this policy? Yes No
(If yes, and if policy was issued, state name of person, company, type of policy and describe benefits. If declined, so state.)
SHE APPLICATION DATED 3-19-90
- Have you or any other proposed insured been disabled by either accident or illness or received medical attention or advice in the past 5 years?
(If yes, state person, ailment, name and address of physician and dates consulted.)
- To the best of your knowledge and belief, are you and all proposed insureds free from physical and mental impairment and disease, and not under Medical Treatment
(If no, give full particulars)

BENEFITS APPLIED FOR (AGENTS USE — SHOW AMOUNT OF INCREASE OR CHANGE ONLY)

DISABILITY COVERAGE

- a. Monthly Indemnity Injury \$ Sickness \$
- b. Elimination Period Injury Days; Sickness Days
- c. Maximum Indemnity Period Injury Yrs; Sickness Yrs.
- d. Accidental Death & Dismemberment Benefit \$
- e. Other OPTION TO INCREASE MONTHLY BENEFITS RIDER

HOSPITAL COVERAGE

State new benefit applied for: (if for the addition of a dependent, state full name, relationship, date of birth, height & weight)
MR. K.Previous Policy Prem. \$ New Policy Prem. \$ Difference \$
If premiums are paid on an individual monthly basis, remit "New Policy Premium". If paid on other basis remit "Difference".

I have read this application and state that all information and answers contained herein are mine and are true and complete to the best of my knowledge and belief; and I agree that they shall be the basis on which the additional insurance, if any, is issued, and that no liability for the additional insurance will be effected until the change of coverage has been made by the Company.

For purposes of underwriting the insurance specified herein, I hereby authorize any licensed physician, medical practitioner hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person, that has any records or knowledge of any of the proposed insureds or their health, to give to Jefferson-Pilot Life Insurance Company, its reinsurers and any consumer reporting agency acting on its behalf, any such information. This authorization shall remain valid for 30 months from the date it is signed. Either I or my authorized representative is entitled to receive a copy of this disclosure authorization. A photographic copy of this authorization shall be as valid as the original.

I have received and read the "Notice" regarding the M.I.B. disclosure; Public Law 91-508; and the disclosure of information practices. If an Investigative Consumer Report is required, do you request a personal interview? Yes No

Dated at CINCINNATI, OH 6-19-90 Christopher Kearney
Signature of Insured

The answers to the above questions are entered as supplied to me by the applicant and that I have witnessed the applicant's signature hereto.

Agent Michael J. Lipold Agent's name (print) MICHAEL J. LIPOLD
Agent's # 1015864 Staff # 12401 Agency 12401 checked in the field office by J.R. on 6-19-90

This Rider may, subject to the renewal conditions of the Policy, be renewed concurrently with the Policy from term to term by payment of premiums at the Company's premium rate in force at the time of such renewals, provided that the Rider shall in any event automatically terminate upon the termination of the Policy.

For purposes of the Time Limit on Certain Defenses or the terms of the Incontestable Provision, whichever is applicable, the effective date of the Policy shall mean, with respect to any increases, changes or additional benefits which may be provided by this Rider, the Date of this Rider specified above.

In any case where the effective date on an individual's coverage under the Policy, or the length of time during which such individual has been covered thereunder, is a factor in determining the Insured's right to benefit, such effective date or period of coverage shall, for purposes of any increases, changes or additional benefits which may be provided hereunder, be deemed as or computed from the date this Rider became effective with respect to such individual.

Except as otherwise specifically provided above, the coverage provided by this Rider is subject to all of the provisions, conditions, limitations, exclusions and other terms of the Policy.

JEFFERSON-PILOT LIFE INSURANCE COMPANY



Secretary

Countersigned by _____ Licensed Resident Agent
(when required in state of residence)

Not Required

Accepted: _____ Date of acceptance: _____
Insured



SCHEDULE

		FOR TOTAL DISABILITY DUE TO: INJURY SICKNESS
MONTHLY BENEFIT	\$2,125.00	\$2,125.00
ELIMINATION PERIOD	90 DAYS	90 DAYS
MAXIMUM BENEFIT PERIOD *		

FOR A PERIOD OF CONTINUOUS TOTAL
DISABILITY COMMENCING:

- BEFORE THE ANNIVERSARY DATE OF THIS
POLICY NEXT FOLLOWING YOUR 45TH BIRTHDAY . . . LIFETIME LIFETIME
- ON OR AFTER THE ANNIVERSARY DATE OF THIS
POLICY NEXT FOLLOWING YOUR 45TH BIRTHDAY
AND BEFORE THE ANNIVERSARY DATE OF THIS
POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY . . . AGE 65 AGE 65
- ON OR AFTER THE ANNIVERSARY DATE OF THIS
POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY . . . 24 MONTHS 24 MONTHS

*UNLESS THE MAXIMUM BENEFIT PERIOD IS 'LIFETIME', THE MAXIMUM BENEFIT PERIOD FOR
ANY PERIOD OF TOTAL DISABILITY BEGINNING PRIOR TO THE ANNIVERSARY DATE OF THIS
POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY WILL NOT EXTEND BEYOND THE ANNIVERSARY
DATE OF THIS POLICY NEXT FOLLOWING YOUR 65TH BIRTHDAY.

ADDITIONAL BENEFIT PROVISIONS INCLUDED, IF ANY:

NJ1527A SOCIAL SECURITY SUPPLEMENT BENEFIT \$625.00

NJ1817 RESIDUAL DISABILITY

1756 COST OF LIVING INCREASE

*STATE INSURANCE
COMMISSIONER*

INSURED CHRISTOPHER L KEARNEY

POLICY NUMBER H0-0493029

TERM: 12 MONTH(S)

EFFECTIVE DATE MAY 28, 1990

PREMIUM FOR EACH TERM UNTIL
AGE 65** \$1,212.01

NOTE: RENEWAL OF COVERAGE BEYOND AGE 65 MAY REQUIRE AN INCREASE IN THE RENEWAL
PREMIUM AFTER AGE 65

Part I

Check Mail Address	First	Middle	Last	Birth Date Mo Day Year 11 9 52	Age 37	Height 5'10"	Weight 170	Birthplace BERIA, OH
	Resident Address ► 5110 GREENTRAIL LN, MASON, WARREN, OH	Street	City	County	State 45040	Zip 17	Sex M	Marital Status M
Occupation and Duties (state position or title and duties performed) PRESIDENT, MANUFACTURES REP				Class 3A	Duration of Present Employment 15 Years			Months
Employer ► KEARNEY ASSOCIATES, INC	Type of Business 10979 REED HARTMAN HWY, CINCINNATI, OH				Bus. Address: 45242			

5. A. What is your average earned monthly income (net, if self employed)? \$ 6,000
 B. Does your employer have a formal salary continuance plan? Yes No
 If "Yes" how long will salary be continued? _____
 C. Do you understand and agree that under the terms of the insurance hereby applied for, no benefit for loss of time is payable for the first 90 days of any period of disability? Yes No
 D. What accident or disability insurance do you have in force or applied for in all companies (including Life, Group and State Disability Income benefits)? If none check here

Company	Monthly Indemnity	Indemnity Period	To Be Replaced?
	\$		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

8. Beneficiary (if policy contains Surrender Value)
 Full Name YOSHIKO KEARNEY
 Relationship WIFE

9. Have You Within the past 5 years:
 A. had any Accident, Health or Life insurance modified, postponed, rated, declined, or renewal refused? Yes No
 B. made claim for or received payment for any injury or sickness from an insurance company, a governmental agency or other source?

Complete if Medical Examination (Part II) is not required:

10. Have you been treated for or had any indication of, within the past 10 years, any disease or disorder of the:
 A. Brain or Nervous System? Yes No
 B. Heart, Lungs, Pleurae or Chest?
 C. Digestive Tract, Liver, Kidneys or Bladder?
 D. Skin, Middle Ear, Eyes, Nose or Throat?
 11. Within the past 10 years, have you:
 A. Had high or low blood pressure?
 B. Had Rheumatism, Back or Joint Disorder?
 C. Had Cancer, Goiter, Tumor or Growth?
 D. Had an accident or injury?
 E. Undergone a surgical operation?
 F. Been a patient in a hospital or institution?
 G. Had Tuberculosis, Nervous Disorder or Diabetes?
 H. Had an operation advised but not performed?
 12. Within the past 5 years, have you:
 A. been treated for any sickness, disease or injury not stated elsewhere in this application?
 B. had any indication or symptoms of a disease or disorder not listed in Questions 10 and 11?
 13. Have you had a physical check-up within the past 2 years?
 14. Are you taking any medication or treatment, or on any special diet?
 15. Give full details on lines below about "Yes" answers to questions 9 through 14.

Ques. No.	Nature of Disorder or Injury; Reason	Dates and Duration	Present Condition	Names and Addresses of Doctors, Hospitals and Insurance Companies
9. B.	SPRAINED BACK Workers Comp 110	"1/89 lost time	Still treated	AMBROSE PERDUK, D.C. 11071 MAIN ST CINCINNATI, OH 45241 513-733-0070

Each of the foregoing answers is correctly written, as given by me, and is true and complete to the best of my knowledge and belief. I agree that issuance of a policy shall be based on said answers recorded above and that no insurance shall take effect unless a policy is issued and accepted by me and the full first premium thereon is paid.

I have received and read the "Notice" regarding the M.I.B. disclosure; Public Law 91-508; and the disclosure of information practices. If a Investigative Consumer Report is required, do you request a personal interview? Yes No

Christopher L. Kearney Dated at CINCINNATI, OH Date 3-19 19 90
 Signature of Proposed Insured Agent's Certification

I hereby witness the proposed insured's signature. I certify that the answers to the above questions were recorded as supplied by him. *DARRELL D. NORRIS* 1014860 12401
 Agent's Signature Agent's Name (Print) Agent's No. Agency or District

Proposed insured must sign Medical Disclosure Authorization on reverse side.

ATTACHED FOR : MICHAEL T. LOVENDI, TRS. PRENT

Medical Disclosure Authorization

or the purpose of underwriting this application for insurance, I authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of the proposed insured or their health to give Jefferson-Pilot Life Insurance Company and its reinsurers such information. I also authorize the foregoing, except for the Medical Information Bureau, to give such information to any Consumer Reporting Agency acting on behalf of Jefferson-Pilot. I further authorize Jefferson-Pilot Life to give all such information to my personal physician upon request and I waive any privilege to such information. This authorization shall be valid for 30 months from this date and either I or my authorized representative may obtain a copy of this authorization. A copy of this authorization shall be as valid as the original.

Signature Christopher Kennedy Date 3-19-90 Signature Daniel D. Miller
Proposed Insured Agent

Complete Only if Proposed Insured is a Resident of the State of Virginia

The undersigned Proposed Insured and agent certify that the Proposed Insured has read, or had read to him, the completed application and that he realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy.

Signature _____ Date _____ Signature _____
Proposed Insured Agent

Benefits Applied For — Agents Use — Show only benefits available on Policy applied for:

Policy Form	Monthly Benefit	Elimination Period	Benefit Period	Temporary Additional Benefit During 1st year of Disability \$
WJ-576	\$ 2125.00	90 days	Acc. <u>69</u> Sick <u>65</u>	
Total Premium \$ 101.25	Social Security Benefit \$ 625.00	Residual Disability Benefit <input checked="" type="checkbox"/> Yes	Surrender Value Benefit <input type="checkbox"/> Yes	Surrender Option <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV
MODE JAN <input type="checkbox"/> MAR <input checked="" type="checkbox"/> APR ISA <input type="checkbox"/> MO <input type="checkbox"/> SS	Guaranteed Insurability <input type="checkbox"/> Yes Premium \$		Partial Disability Benefit <input type="checkbox"/> Yes	Monthly Amount \$
AMT. REMITTED 101.25	Other (Specify) OPTION TO INC. BENEFITS NO CHECK		Other (Specify)	Sex <u>M</u> Class <u>34</u> Age <u>37</u>

Agent's Statement — Complete In All Cases

1) Did the applicant approach you for this application? (If "yes" give details under remarks)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	(8) If premium is to be paid on a bank draft, is a completed authorization and sample check enclosed?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Did you give the applicant an Outline of Coverage or description of the policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(9) Is this part of a mass billing plan? (If "yes" show case number and proposed effective date below)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Has the initial premium been paid and a conditional receipt been given the applicant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(10) Please indicate applicant's telephone Number where he or she can be reached during the day <u>513-791-1185</u>		
4) Do you know of any reason the application should not be favorably considered?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remarks <u>EXAM - 1 SPECIMEN ORDERED</u>		
5) Is a concurrent application for Life Insurance been submitted?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>3/19/90 THRU F.M.I.</u>		
6) Is Third Party Ownership desired? (If "yes" complete Form WJ-1713)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>111</u>		
7) Does Proposed Insured have aviation activities other than as a passenger? (If "yes" complete Form WJ-1713)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>111</u>		

1 a. Name and address of your personal physician? HOWARD G. BERNINGER, 1004 OREGON AVE, LEAVENWORTH, KANSAS 66048

b. Date and reason last consulted? 3-90, for pain in my legs

c. What treatment was given or medication prescribed?

2 Have you, within the past 10 years, been treated for or had any known indication of:

- Disorder of eyes, ears, nose or throat?
- Dizziness, fainting, convulsions, headache, paralysis or stroke; mental or nervous disorder?
- Shortness of breath, persistent hoarseness or cough, asthma, bronchitis, pleurisy, emphysema, tuberculosis or chronic respiratory disorder?
- Chest pain, palpitation, high blood pressure, rheumatic fever, heart attack, murmur or other disorder of the heart or blood vessels?
- Jaundice, intestinal bleeding, ulcer, colitis, diverticulitis, recurrent indigestion, or other disorder of the stomach, intestines, liver or gallbladder?
- Sugar, albumin, blood or pus in urine, sexually transmitted diseases, stone or other disorder of kidney, bladder or prostate?
- Diabetes, thyroid or other endocrine disorders?
- Neuritis, arthritis, gout, or disorder of the muscles or bones, including the spine, back or joints?
- Deformity, lameness, or amputation?
- Disorder of skin, lymph glands, cyst, tumor or cancer?
- Allergies, anemia or other disorder of the blood?
- Need for treatment because of alcohol or drug abuse?
- Abnormalities, disease or disorder of the reproductive organs or breasts, menstruation or pregnancy?

3 Are you now under observation or taking treatment?

4 Have you had any change in weight in the past year?

5 Other than the above, have you within the past 5 years:

- Had any mental or physical disorder not listed above?
- Had a checkup, consultation, illness, injury or surgery?
- Been a patient in a hospital, clinic, sanatorium or other medical facility?
- Had electrocardiogram, X-ray, or other diagnostic test?
- Been advised to have any diagnostic test, hospitalization, or surgery which was not completed?

6 Have you ever had military service deferment, rejection or discharge because of a physical or mental condition?

7 Have you ever requested or received a pension, benefits or payment due to an injury, sickness or disability?

8 To the best of your knowledge and belief are you now pregnant?

9 Family History: Tuberculosis, diabetes, cancer, high blood pressure, heart or kidney disease, mental illness, alcoholism or suicide?

Yes No Details of "Yes" answers. (Identify question number, circle applicable items: include diagnoses, dates, duration, names and addresses of all physicians and medical facilities.)

I shot. Has a lot of green ivy on his property. Gets shots.

2-7-87, stomachache -
prob. food poisoning -
Rx & good resolution
for Dr. Berninger.

1) Blood in urine 4
days. Dr referred
to Dr. urologist
who said it was muscle
strain. Consider resolved
after about 3 days.
Cannot remember urologist
was referred by Dr. Bresler

2) Developed back pain 10-89,
great to chiro doctor
Dr. Perleth, 1111 19th St.,
Minneapolis, MN, 55404
612/733-0070
Seen once a month for
adjustment. Currently
back feels fine now.

3) 2 small moles 10-89
removed, Dr. Bresler
Moraine, 7717 Montgomey
Rd, Cinci, OH. Moles
were removed. Both benign.
5-9-85 - saw Dr.
Hopfield, 2661 Montgomey
Rd, Cinci, OH for

Parents	Age if Alive	Age at Death	Cause of Death	Siblings	Age if Alive	Age at Death	Cause of Death
Father	73		<u>Fair health</u>	Brothers	28		
Mother	68		<u>Dr. Good Health</u>	Sisters	46		

The answers to the above questions are to the best of my knowledge complete, true and written as I gave them. For the purpose of underwriting this application for life insurance, I authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of the proposed insureds or their health to give Jefferson-Pilot Life Insurance Company and its reinsurers such information. I also authorize the foregoing, except for the Medical Information Bureau, to give such information to any consumer reporting agency acting on behalf of Jefferson-Pilot Life. I further authorize Jefferson-Pilot Life to give all such information to my personal physician upon request and I waive any privilege to such information. I understand either I or my authorized representative may obtain a copy of this authorization. This authorization shall be valid for 30 months from this date and a copy of this authorization shall be as valid as the original.

Christopher L. Kearney
City and state where signed
Date

Christopher L. Kearney
Signature of proposed insured (if under 18, parent)
Signature of Examiner

1 a. Name and address of your personal physician? _____

b. Date and reason last consulted? _____

c. What treatment was given or medication prescribed? _____

2 Have you, within the past 10 years, been treated for or had any known indication of:

a. Disorder of eyes, ears, nose or throat?	<input type="checkbox"/>	<input type="checkbox"/>	Details of "Yes" answers. (Identify question number, circle applicable items: include diagnoses, dates, duration, names and addresses of all physicians and medical facilities.)
b. Dizziness, fainting, convulsions, headache, paralysis or stroke; mental or nervous disorder?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Shortness of breath, persistent hoarseness or cough, asthma, bronchitis, pleurisy, emphysema, tuberculosis or chronic respiratory disorder?	<input type="checkbox"/>	<input type="checkbox"/>	
d. Chest pain, palpitation, high blood pressure, rheumatic fever, heart attack, murmur or other disorder of the heart or blood vessels?	<input type="checkbox"/>	<input type="checkbox"/>	
e. Jaundice, intestinal bleeding, ulcer, colitis, diverticulitis, recurrent indigestion, or other disorder of the stomach, intestines, liver or gallbladder?	<input type="checkbox"/>	<input type="checkbox"/>	
f. Sugar, albumin, blood or pus in urine, sexually transmitted diseases, stone or other disorder of kidney, bladder or prostate?	<input type="checkbox"/>	<input type="checkbox"/>	
g. Diabetes, thyroid or other endocrine disorders?	<input type="checkbox"/>	<input type="checkbox"/>	
h. Neuritis, arthritis, gout, or disorder of the muscles or bones, including the spine, back or joints?	<input type="checkbox"/>	<input type="checkbox"/>	
i. Deformity, lameness, or amputation?	<input type="checkbox"/>	<input type="checkbox"/>	
j. Disorder of skin, lymph glands, cyst, tumor or cancer?	<input type="checkbox"/>	<input type="checkbox"/>	
k. Allergies, anemia or other disorder of the blood?	<input type="checkbox"/>	<input type="checkbox"/>	
l. Need for treatment because of alcohol or drug abuse?	<input type="checkbox"/>	<input type="checkbox"/>	
m. Abnormalities, disease or disorder of the reproductive organs or breasts, menstruation or pregnancy?	<input type="checkbox"/>	<input type="checkbox"/>	

3 Are you now under observation or taking treatment? _____

4 Have you had any change in weight in the past year? _____

5 Other than the above, have you within the past 5 years:

a. Had any mental or physical disorder not listed above?	<input type="checkbox"/>	<input type="checkbox"/>	Details of "Yes" answers. (Identify question number, circle applicable items: include diagnoses, dates, duration, names and addresses of all physicians and medical facilities.)
b. Had a checkup, consultation, illness, injury or surgery?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Been a patient in a hospital, clinic, sanatorium or other medical facility?	<input type="checkbox"/>	<input type="checkbox"/>	
d. Had electrocardiogram, X-ray, or other diagnostic test?	<input type="checkbox"/>	<input type="checkbox"/>	
e. Been advised to have any diagnostic test, hospitalization, or surgery which was not completed?	<input type="checkbox"/>	<input type="checkbox"/>	

6 Have you ever had military service deferment, rejection or discharge because of a physical or mental condition? _____

7 Have you ever requested or received a pension, benefits or payment due to an injury, sickness or disability? _____

8 To the best of your knowledge and belief are you now pregnant? _____

9 Family History: Tuberculosis, diabetes, cancer, high blood pressure, heart or kidney disease, mental illness, alcoholism or suicide? _____

Parents	Age if Alive	Age at Death	Cause of Death	Siblings	Age if Alive	Age at Death	Cause of Death
Father				Brothers			
Mother				Sisters			

The answers to the above questions are to the best of my knowledge complete, true and written as I gave them. For the purpose of underwriting this application for life insurance, I authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of the proposed insureds or their health to give Jefferson-Pilot Life Insurance Company and its reinsurers such information. I also authorize the foregoing, except for the Medical Information Bureau, to give such information to any consumer reporting agency acting on behalf of Jefferson-Pilot Life. I further authorize Jefferson-Pilot Life to give all such information to my personal physician upon request and I waive any privilege to such information. I understand either I or my authorized representative may obtain a copy of this authorization. This authorization shall be valid for 30 months from this date and a copy of this authorization shall be as valid as the original.

Christopher Kearney
City and state where signed3-24-90
DateChristopher Kearney
Signature of proposed insured (if under 18, parent)

Signature of Examiner

M.D.

Greensboro, North Carolina
EXCLUSION RIDER — INDIVIDUAL

Insured Christopher L. Kearney Policy No. H-493029 Rider Date 5-28-90

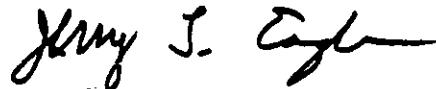
In consideration of the issuance or reinstatement of the policy identified above and in view of prior medical history of the Insured it is agreed that, notwithstanding anything in the policy to the contrary, with respect to the Insured the said policy shall not provide benefits under any of its provisions and no payment shall be made for loss resulting from or caused or contributed to by:

Backache, back strain, and/or any disease or disorder of the back or spine, or any complication thereof.

SPECIMEN

This rider takes effect as of the rider date, subject to all provisions, conditions, exceptions, limitations, and other terms of the said policy not inconsistent herewith and to the acceptance by the Insured as provided hereon.

JEFFERSON-PILOT LIFE INSURANCE COMPANY



Secretary

Countersigned at CINCINNATI, OH

by Michael Dugay
Licensed Resident Agent

The terms of the above rider are acceptable to me. I agree that the same shall be a part of the policy referred to in said rider and to attach a copy thereof to said policy.


Christopher Kearney
Insured

To be signed in duplicate, the original to be attached to policy and the duplicate to be sent to the Company.

JEFFERSON-PILOT LIFE INSURANCE COMPANY**For Disability Income Premium Discount**Proposed
InsuredCHRISTOPHER

First

L.KEARNEY

Middle

Last

(please print)

1. Within the past 12 months have you smoked cigarettes? Yes No
 C.R.

2. Have you been employed full-time with your present employer for at least the past 5 years with a separate residence and business location during that time? Yes No
 G

3. Do you agree to pay premium for the policy on an annual basis? Yes No

Each of the foregoing answers are correctly written, as given by me, and are true and complete to the best of my knowledge and belief.

Christopher Kearney
Proposed Insured

3-19-90

Date

Jamell D. Davis
Agent

REVEN

RIDER PROVIDING CHANGES IN BENEFITS

The Policy to which this Rider is attached is hereby amended by making the changes listed below:

Loss of Sight, Speech or Use of Two Members: This provision is changed by adding "Total and irrecoverable loss of hearing in both ears" to the occurrences for which benefits will be paid under this provision.

Except as provided herein, this Rider shall not otherwise vary, alter or extend any of the terms of the policy.

This Rider is hereby made a part of the policy to which it is attached. It takes effect and expires at the same time as the policy.

JEFFERSON-PILOT LIFE INSURANCE COMPANY

Jerry S. Engle
Secretary

RIDER ADDING BENEFITS FOR PREGNANCY

The policy to which this Rider is attached is amended as follows:

- (1) Exclusion (4), "normal pregnancy or resulting childbirth" is hereby deleted; and
- (2) the Benefits For Total Disability Due To Sickness shall include pregnancy as any other Sickness.

This Rider shall not otherwise vary, alter or extend the terms of the policy. It becomes effective and terminates at the same time as the policy.

JEFFERSON-PILOT LIFE INSURANCE COMPANY

Jerry J. Eagle
Secretary

RIDER CHANGING THE DEFINITION OF TOTAL DISABILITY

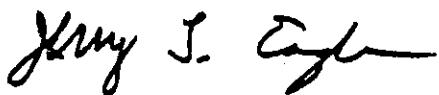
The definition of "Total Disability" in the policy to which this Rider is attached is hereby deleted and the following substituted therefor:

"Total Disability" means that you are unable to perform the duties of your occupation. Your occupation means:

- (1) during the elimination period and for the first five years of a period of disability, the occupation in which you are regularly engaged at the time you become disabled; and
- (2) thereafter, any gainful occupation in which you might reasonably be expected to engage because of your education, training or experience

This Rider shall not otherwise vary, alter or extend the terms of the policy. It becomes effective and terminates concurrently therewith.

JEFFERSON-PILOT LIFE INSURANCE COMPANY



Secretary


AGEN

A PART OF

Policy No. _____ on the life of _____

Monthly Bank Draft Privilege

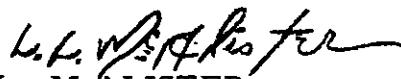
Premiums for this Policy may be paid by bank draft in equal monthly payments of \$ _____ each, due on the _____ day of each month beginning with the date of this Policy. Notice of any premium due under this Policy is hereby expressly waived so long as premiums are being paid under this privilege, but the sending of notices by the Company may be commenced or discontinued at any time and without notice to the premium payer, without creating any obligation on the part of the Company as to sending premium notices.

If any draft or check is returned unpaid on account of insufficient funds, this privilege shall terminate at the option of the Company, and future premium payments shall be paid direct to the Company. Upon termination of this privilege, the method of payment and the amount of premiums shall be changed to the most frequent regular basis of premium payment computed at the applicable premium rate and which results in a premium not less than the minimum premium then being accepted by the Company.

This rider in no way affects the Renewal Provision in the Policy.

This rider takes effect _____.

PILOT LIFE INSURANCE COMPANY


L. L. McALISTER
Secretary

W-407



The following provision becomes a part of the Section of the policy captioned "Benefit Provisions".

SOCIAL SECURITY SUPPLEMENT

The Monthly Benefit of this policy will be increased by the amount of the Social Security Supplement Benefit shown in the Schedule if:

- (1) you are entitled to receive Monthly Benefits for Total Disability;
- (2) the period of Total Disability begins prior to the premium due date of this policy next following your 65th birthday; and
- (3) Social Security Benefits are not payable.

However, the Social Security Supplement Benefit shall not be payable unless:

- (1) at the commencement of the period of Total Disability you meet the coverage requirements for Social Security;
- (2) you apply for Social Security Benefits as soon as you become entitled to such; and
- (3) your application for Social Security Benefits is not approved.

Following a denial of your application for Social Security Benefits you must within 30 days of the date on which each such request can be filed, file a request for reconsideration, a hearing or an appeal.

You may convert the amount of the Social Security Supplement Benefit to a regular Monthly Benefit if:

- (1) you become ineligible for benefits under the Social Security Act of the United States; or
- (2) benefits are drastically reduced by Legislation.

The conversion will be the subject to Jefferson-Pilot's then current underwriting rules with respect to the relationship of earnings to total benefit amounts for disability.

For the purposes of the General Provisions of this policy captioned "Proof of Loss", written proof will be included, but not be limited to, the correspondence between you and the Social Security Administration.

The premium for the above benefit is included in the premium shown in the Schedule.

WJEN

The following provision becomes a part of the section of the policy called "Benefit Provisions".

RESIDUAL DISABILITY

(Nothing in this Provision limits the policy definition of "Total Disability")

Additional Definitions

"Residual Disability" means you are:

- (a) unable to do one or more of the substantial and material duties of your profession; or
- (b) unable to do your usual daily business duties for substantially as much time as is usually required to do such duties.

"Monthly Income" means:

- (a) monthly income from salary, wages, bonuses, commissions, fees or other remuneration earned from services rendered which are;
- (b) exclusive of normal and customary business expenses but before deduction of income taxes.

It does not include dividends, rents, royalties, annuities or other forms of unearned income.

"Prior Monthly Income" means the greater of your:

- (a) average Monthly Income during the 12 months just prior to the period of disability for which you are making claim; or
- (b) average Monthly Income during the calendar year just prior to that period of disability.

But any such Monthly Income in excess of \$15,000 will not be used as Prior Monthly Income.

The "Prior Monthly Income" will be adjusted at the same time and by the same percentage as the "Increase in Benefits" or "Increase in Benefits for Total Disability" provision, whichever is applicable, of this policy.

"Current Monthly Income" means your Monthly Income during each month of Residual Disability for which you make your claim.

"Loss of Monthly Income" means the difference between Prior Monthly Income and Current Monthly Income. Any Loss of Monthly Income of more than 75% of the Prior Monthly Income will be deemed to be 100%.

"Monthly Benefit" is the amount shown in the Schedule as such.

"Residual Disability Monthly Benefit" is the benefit payable for each month of Residual Disability. It will be figured monthly as follows:

$$\frac{\text{Loss of Monthly Income}}{\text{Prior Monthly Income}} \times \text{Monthly Benefit} = \frac{\text{Residual Disability Monthly Benefit}}{\text{Monthly Benefit}}$$

The Premium for this benefit is included in the premium shown in the Schedule.

Residual Disability Benefit

Jefferson-Pilot will periodically pay the Residual Disability Monthly Benefit if:

- (a) Injury or Sickness results in Residual Disability;
- (b) the Residual Disability starts before the premium due date of this policy on or next following your 65th birthday.

This benefit will begin:

- (a) the next day after the end of the Elimination Period shown in the Schedule; or
- (b) the next day after the end of a period for which Total Disability has become payable, if later.

During a period of Residual Disability, Jefferson-Pilot will continue to pay the Residual Disability Monthly Benefit for each month you are Residually Disabled until the combination of Total Disability and Residual Disability Benefits equal the Maximum Benefit Period. However, the Residual Benefit will not be paid for longer than 24 months if:

- (a) you were 55 years old or older when the period of disability began; and
- (b) Residual Disability is not preceded by at least 180 days of Total Disability due to the same or related cause.

Benefits paid for the first 6 months of Residual Disability will be the greater of:

- (a) 50% of the Monthly Benefit for Total Disability; or
- (b) the Residual Disability Monthly Benefit.

Limitations

The Residual Disability Benefit will not be paid for any period of time:

- (a) during which your Loss of Monthly Income is not at least 20% of your Prior Monthly Income.
- (b) that you are not under the care and attendance of a Doctor; or
- (c) that benefits are payable for Total Disability or loss of sight, speech, hearing, or use of two members.

Jefferson-Pilot may require you to present reasonable proof of your Current Monthly Income and your Prior Monthly Income.

Insert C

ADDITIONAL INCREASE IN BENEFITS RIDER

Policy Number _____

Effective Date (if different from Effective Date of Policy) _____

Initial Premium (unless included in the Schedule of Insurance) _____

In consideration of the increased premium for this Rider, the policy referred to above is hereby amended by changing from 3% to 7% the percentage shown in the benefit provision captioned "Increase in Benefits."

This Rider becomes effective at the same time as the policy unless otherwise stated above.

This Rider terminates:

- (1) When the policy terminates; or
- (2) On the first premium due date after your 65th birthday.

All provisions of your policy remain the same except where they are changed by this Rider.

PILOT LIFE INSURANCE COMPANY

W.Linville Roach
Secretary

S. JEN

W-1756